

STATE OF LOUISIANA
Department of Transportation and Development

REQUEST FOR PROPOSALS
FOR
RFP Solicitation No. 3000002903

Emergency Planning, Exercise, Response and Cost Recovery
Statewide

November 21, 2014

Proposal Submission Deadline:
Monday, December 22, 2014 by 3:00 p.m. CST

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1.0 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Louisiana Department of Transportation and Development (herein referred to as the DOTD) for the purpose of issuing a retainer contract for assistance and support to the Emergency Operations Director and staff with Disaster/Emergency planning activities, exercises program development and support, on-site emergency response personnel and disaster cost recovery activities as needed.

One Prime-Contractor (Contractor) shall be selected for this contract. The Contractor shall not subcontract the specified services without prior written approval of DOTD.

1.2 Background

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified Proposers who are interested in providing Contractor Services for Emergency Planning, Exercise, Response and Cost Recovery to the State of Louisiana, Department of Transportation and Development.

The 2005 hurricane season (storms Katrina and Rita) and the 2008 hurricane season (storms Gustav and Ike) impacted the State of Louisiana (State) causing damages of a tremendous magnitude that will take years to recover from. The occurrences of these hurricanes and other catastrophic events which followed reinforces the critical need to; develop and maintain plans and procedures, test those plans and procedures, have response capability and the ability to recovery from a disaster, to include recovery of associated costs. The ability to deliver these processes and capabilities are critical to protect lives, property and the State's infrastructure.

DOTD is tasked with responsibilities as the lead agency for Emergency Support Function (ESF) 1: (Transportation) and Emergency Support Function (ESF) 3: (Public Works and Engineering). DOTD is also a support agency for eleven (11) additional Emergency Support Functions as identified in the State Emergency Operations Plan. ESF 1 is responsible for coordinating/providing emergency transportation of people, pets and critical supplies. ESF 3 responsibilities include, but are not limited to the coordination of contraflow, debris removal, and damage assessment. DOTD Operations, Emergency Operations Section is tasked with planning, exercises, response, and cost recovery activities.

The need for consulting services with trained and qualified personnel to assist DOTD to prepare for, respond to and recovery from a disaster is critical. The State seeks to pre-arrange services that can be used to augment DOTD personnel with preparedness activities, response activities and recovery activities when needed.

1.3 Scope of Services

Attachment I details the Scope of Services, Goals, Objectives, Task and Service, Project Requirements, and Deliverables that the DOTD requires of the Contractor.

1.4 Goals, Objectives, Task and Services, Project Requirements, and Deliverables.

Attachment I details the Scope of Services, Goals, Objectives, Task and Service, Project Requirements, and Deliverables.

1.5 Performance Measures:

Tasks will be assigned to the Contractor as needed by the DOTD Emergency Operations Director and/or the Assistant Emergency Operations Director-Disaster Cost Recovery/Mitigation Funds Manager. Tasks will be assigned to specific goals and/or specific functions to be performed. Upon task assignments the contractor shall provide a written action plan to include a timeline identifying objectives and milestones to achieve the goal for each objective.

The period of performance will be determined and established at the time of assignment. Any specific deliverables will be included in the task assignments.

(The following are Performance Measures for Goals 1-4 defined in Attachment I.)

Goals 1-4:

The contractor shall provide written reports documenting the status of each assigned objective and tasks as required by the Emergency Operations Director and/or Assistant Emergency Operations Director. Reports will identify the objective, milestones and specific tasks, dates, personnel assigned tasks, current status and percent complete. The contractor while engaged in this contract shall submit a weekly progress report by task to the Assistant Emergency Operations Director and a monthly status report based on the contractors action plan.

- Weekly Progress Reports shall be submitted on Monday for the previous week.
- Monthly Status Reports shall be submitted by the 5th (fifth) business day following the end of the previous month.
- Monthly meeting dates and times will be scheduled at the time of contract activation.

Goal 2:

- Ability to design, develop and conduct an emergency exercise meeting all the requirements established by DOTD Emergency Operations.
- Ability to provide additional personnel requested to supplement DOTD's personnel with response capability
- Development of an After Action Report (AAR) to includes – what went well, lessons learned and corrective action recommendations.

Goal 3:

- The contractor's ability to provide the requested on-site personnel for participation in response activities to supplement DOTD staff during emergency activities and cost tracking activities at DOTD identified locations and requested by the DOTD Emergency Operations Director or Assistant Emergency Operations Director. **The Contractor must provide at least fifty percent (50%) of requested man power to the assigned location within twenty-four (24) hours of initial written notification with the remaining fifty percent (50%) to be provided as soon as possible but no more than sixty (60) hours from the initial written notification.**

Goal 4:

- The contractor's ability to provide the requested on-site personnel experienced in FEMA PA and FHWA ER for long term assignments.

1.6 Monitoring Plan

The DOTD Project Manager and/or designee will monitor the services provided by the Contractor and the expenditure of funds under this contract. The DOTD Project Manager and/or designee will be primarily responsible for the day-to-day contact with the Contractor and the day-to-day monitoring of the Contractor's performance. The DOTD Project Manager and/or designee will evaluate the performance of the contract as follows:

- Review contractor invoices
- Review of Weekly Progress Reports
- Review of Monthly Status Reports
- Meet on an established schedule determined by requested tasks and activities to review Monthly Status Reports.

1.7 Project Manager

A Project Manager has been named and that information will be provided to the Contractor.

2.0 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **January 15, 2015** and to end on **January 14, 2018**. The DOTD has the right to contract for up to thirty-six (36) months upon appropriate approvals.

DOTD reserves the right to cancel Contract per Termination provisions (Item 4: 4.1, 4.2, or 4.3) detailed in Attachment IV (Sample Contract).

2.2 Pre-proposal Conference

NOT APPLICABLE FOR THIS SOLICITATION.

2.3 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted by **Fax to 225-379-1857 or Email contractservices@la.gov** addressed to the RFP Coordinator as listed below.

Mr. Alan Dale, P.E.
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-T**
Baton Rouge, LA 70802-4438 or
Post Office Box 94245

Baton Rouge, Louisiana 70804-9245

Telephone: (225) 379-1989

Fax: 225-379-1857

contractservices@la.gov

This RFP is available in electronic form at

<http://webmail.dotd.state.la.us/AgreStat.nsf/BWebView?OpenPage> and

<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> or in printed form by submitting a written request to the RFP Coordinator.

The DOTD will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by **3:00 p.m. CST** on the date specified in the Schedule of Events. *DOTD's email computer server clock will be considered the official time/date on email inquiries.* The DOTD reserves the right to modify the RFP should a change be identified that is in the best interest of the DOTD.

Any and all questions directed to the RFP Coordinator shall be deemed to require an official response. Official responses to each of the questions presented by the proposer shall be posted on the DOTD Consultant Contract Services

<http://webmail.dotd.state.la.us/agrestat.nsf/BWebAddendums?OpenPage>

and LaPAC websites

<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

as an Addendum to the RFP by the deadline shown in the Schedule of Events.

Only the RFP Coordinator has the authority to officially respond to proposer's questions on behalf of the DOTD. Any communications from any other individuals shall not be binding to the DOTD.

2.4 Definitions

- A. Mandatory Requirements – The terms “shall”, “will”, and “must” denote mandatory requirements.
- B. Permissible Action – The terms “should”, “can” and “may” denote an advisory or allowable action.
- C. Agency – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
- D. Contractor-the successful proposer who is awarded a contract.
- E. Proposer-an individual or organization submitting a proposal in response to an RFP.
- F. VHI - Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

2.5 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	November 21, 2014
Deadline for receipt of Written inquiries	November 26, 2014 3:00 PM CST
Issue responses to Written inquiries	December 5, 2014
Deadline for receipt of Proposals	December 22, 2014 3:00 PM CST
Announce Award of Contractor Selection	December 29, 2014 (on or about)
Contract Execution	January 5, 2015 (on or about)

NOTE: DOTD reserves the right to amend and/or change this schedule of RFP events, as it deems necessary.

3.0 PROPOSAL INFORMATION

3.1 Highly Desirable Qualifications of Proposer

It is highly desirable that the proposers should have, prior to the deadline for receipt of proposals,

- Demonstrated experience in all phases of Emergency Management – Mitigation, Preparedness, Response and Recovery.
- Personnel experienced and knowledgeable in all phases of Emergency Management – Mitigation, Preparedness, Response and Recovery.
- Experience in FEMA PA and Hazard Mitigation grants
- The ability to provide requested personnel to provide on-site support for emergency operations at multiple DOTD identified locations.

3.1.1 Desired Qualifications of Proposer

It is highly desirable that the Proposer should possess the following qualification at the time of proposal submittal:

- Have comprehensive knowledge of the Emergency Support Functions and established requirements and guidelines for Emergency Management planning with an emphasis on ESF 1 – Transportation and ESF 3 – Public Works/Engineering.
- Experienced personnel in all hazards planning.
- Experienced personnel in exercise design, conduct and evaluation with an emphasis on ESF 1 - Transportation and ESF 3 – Public Works/Engineering.
- Experienced personnel in FEMA Public Assistance (PA) and/or FHWA Emergency Relief (ER) programs.
- Professional, experienced staff in disaster cost recovery available to provide on-site support for long term assignments.

3.2 *Determination of Responsibility*

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. DOTD must find that the Selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the DOTD to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.2.1 *Right to Prohibit Award*

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

3.3 *RFP Addenda*

DOTD reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

Addenda, if any, will be posted on the DOTD Consultant Contract Services and LaPac websites: <http://webmail.dotd.state.la.us/agrestat.nsf/BWebAddendums?OpenPage> <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

3.4 *Waiver of Administrative Informalities*

DOTD reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

3.5 *Proposal Rejection/RFP Cancellation*

Issuance of this RFP in no way constitutes a commitment by DOTD to award a contract. DOTD reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in DOTD's best interest.

3.6 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.7 Subcontracting Information

The DOTD shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor (**which includes Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**) arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the DOTD, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the DOTD.

3.8 Ownership of Proposal

All materials submitted in response to this request become the property of DOTD. Selection or rejection of a proposal does not affect this right.

3.9 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.10 Cost of Preparing Proposals

DOTD shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP shall entirely be the responsibility of the Proposer, and shall not be reimbursed in any manner by DOTD.

3.11 Errors and Omissions in Proposal

DOTD shall not be liable for any errors in proposals. DOTD reserves the right to make corrections or amendments due to patently obvious errors in proposals by DOTD or the proposer. DOTD, at its option, has the right to request clarification or additional information from the proposers.

3.12 Contract Award and Execution

DOTD reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received.

DOTD reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected proposer shall become part of any contract initiated by DOTD.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment IV. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds *ten business days* or if the selected proposer fails to sign the final contract within *ten business days* of delivery of it, DOTD may elect to cancel the award and award the contract to the next-highest-ranked proposer.

3.13 Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 3:00p.m. CST on the date specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Mr. Alan A. Dale, P.E.
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-T**
Baton Rouge, Louisiana 70802-4338
Telephone: (225) 379-1989
Fax: (225) 379-1857

It shall be solely the responsibility of each Proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason not received timely, will not be considered.

The proposal should be identified with **RFP Solicitation No. 3000002903 and Emergency Planning, Exercise, Response and Cost Recovery** and shall be submitted **prior to 3:00 p.m. CST on Monday, December 22, 2014.**

The DOTD requests that **One Original (stamped “original”)** and **five** copies of the proposal along with **an electronic copy** (USB flash drive only) in a Searchable Portable Document Format (pdf) be submitted to the RFP Coordinator at the address specified.

The Original, stamped “Original” of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. **A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation.** The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP. Any proposer failing to submit any of the mandatory information requested in this RFP shall be considered non-responsive.

Name(s) of the Proposer listed should match the name(s) filed with the Louisiana Secretary of State, Commercial Division, Corporations Section, if proposer is a corporation.

4.2 Proposal Format

Proposers should respond to this RFP with a Technical Proposal (as specified in Section 5, Proposal Content) and Cost Proposal (as specified in Section 5.5, Cost Information). No pricing information should be included in the Technical Proposal.

4.3 Cover Letter

A cover letter should be submitted on the Proposer’s official business letterhead explaining the intent of the Proposer.

4.4 Technical and Cost Proposal

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

4.5 Certification Statement

The proposer shall sign and submit the Certification Statement shown in Attachment III per the document attached.

5.0 PROPOSAL CONTENT

5.1 Executive Summary

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, response date, Proposer contact name, phone number, email address and the stipulation that the proposal is valid for a time period of *one year* from the date of submission. This section should include a summary of the Proposer’s qualifications and ability to meet the DOTD’s overall requirements.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. *The Proposer should address the specific language in Attachment IV Sample Contract and submit whatever exceptions or exact contract modifications that their firm may seek.* While

final wording shall be resolved during contract negotiations, the intent of the provisions shall not be substantially altered.

5.2 Corporate Background and Experience

The Proposer should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide:

- An organizational chart displaying overall organization structure
- A record of prior successful experience in services similar to that sought through this RFP.
 - Proposals should include the number and concise description of projects and inclusive dates successfully completed.
 - Proposals should specify the extent of responsibility of key proposed project staff on these prior projects
- A customer references listing for related work completed in the last twenty-four (24) months. Each reference shall include the name and telephone number of a contact person.
- A Statement that the firm is capable of providing the needed services over the thirty-six (36) month project period.

DOTD reserves the right to contact references to verify information in the proposal.

Proposers should clearly describe their ability to meet or exceed the desirable qualifications in Section 3.1 and 3.1.1.

5.2.1 Veteran/Hudson Small Entrepreneurship Program Participation

Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurship to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), ***a description of the work each will perform, and the dollar value of each subcontract.***

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 et. seq.) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

5.3 Proposed Project Staff

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address and telephone number) should be provided for the cited

projects in the individual resumes. Interested candidates should submit cover letter, resume, and list three professional references (with contact information for each) for key personnel.

Proposers should clearly describe their ability to meet or exceed the minimum and desirable qualifications in Section 3.1 and 3.1.1.

If a sub-Contractor will be used, the proposer should clearly identify any sub-Contractor arrangements, and provide similar information as requested for the Proposer's staff.

5.4 Approach and Methodology

The Proposer should provide:

- Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the DOTD.
- Its functional approach in providing the services.
- Its functional approach in identifying the tasks necessary to meet requirements.
- A description of the approach to Project Management and Quality Assurance.
- A proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.

5.5 Cost Information

- A. The proposer shall provide an all-inclusive hourly billable rate (which includes labor, overhead payroll additives, and profit) for every classification listed on Attachment II. Failure to provide billable hourly rate for each of the classifications listed in Attachment II, Price Proposal will cause the proposal to be disqualified. The hourly rates shall not include travel costs.
- B. Any travel expenses must have prior approval from DOTD Project Manager for travel as identified in Section 7.4. Travel will be reimbursed in accordance with the most current State's Travel Regulations as detailed in the Louisiana Travel Guide (Travel Guide/PPM 49).
- C. The proposer shall provide a **total** cost summary, which shall be the sum of all the hourly rates for all staff classifications. The Total Cost Summary will be the cost used for evaluation purposes described in Section 6.5.
- D. The proposer shall use Attachment II for submitting pricing information. **No other format shall be acceptable. Proposals not including a Price Proposal shall be disqualified.** If a proposer identifies deficiencies or errors in this format, proposer should bring this information to the attention of DOTD prior to deadline to submit proposals. DOTD will review the information and issue any correction as an amendment to the RFP.

- E. Only Attachment II, Price Proposal will be considered in evaluating the price proposal. The Proposer shall not include any additional terms and conditions, company fee schedules, etc., as they will not be considered.

6.0 EVALUATION AND SELECTION

6.1 *Evaluation Team*

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the DOTD, which will determine the proposal most advantageous to the DOTD, taking into consideration price and the other evaluation factors set forth in the RFP.

6.2 *Administrative and Mandatory Screening*

All proposals shall be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance shall be rejected from further consideration.

6.3 *Clarification of Proposals*

DOTD reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

6.4 *Oral Presentations/Discussions May be required*

NOT APPLICABLE TO THIS SOLICITATION.

6.5 *Evaluation and Review*

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

Each proposal shall be rated for Criteria **one** through **three**, with 0 being the lowest score and the highest possible score as shown for each category.

Criteria 4, Hudson/Veteran Small Entrepreneurship shall be rated as specified in 6.5.1 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation.

Criteria 5, Cost shall be rated as follows: The proposer with the lowest total cost summary of all billable rates for all classifications shall receive 25 points. Other proposers will receive points for cost summary based upon the following formula:

$$\text{Price Score} = \frac{\text{Lowest Proposed Total Cost Summary} \times 25}{\text{Proposer's Total Cost Summary}}$$

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

CRITERIA	MAXIMUM SCORE
1. Approach and Methodology	35
2. Corporate Background and Experience	15
3. Proposed Project Staff	15
4. Hudson/Veteran Small Entrepreneurship Program	10
5. Cost	25
TOTAL SCORE	100

All proposals shall be evaluated as indicated. The proposer's ratings in each category shall be added to arrive at the proposer's total score. The Project Evaluation Team shall compile the scores and make a recommendation to the DOTD Secretary on the basis of the responsive and responsible proposer with the highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

6.5.1. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points:

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurship to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

6.6 *Announcement of Contractor*

The DOTD will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

The proposals received(except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the Award has been posted to DOTD Consultant Contract Services website:

<http://webmail.dotd.louisiana.gov/agrestat.nsf/WebAwards?OpenPage>

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 days after the award has been announced by the agency.

The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 *Vendor Registration*

DOTD strongly encourages contractors to register on the LaPac website.

<http://wwwprdl.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

Click On: *LaGov Vendor Registration*
Registration Help Desk: (225) 342-6349

**It is highly advisable to register a minimum of one if not more
of the following product category codes**

80101500 For Consulting/Professional Services
81112000 For any services that include Computer Elements
43231500 For Software License and Maintenance Agreements
81102200 For Engineering and Related Services

7.2 *Corporation Requirements*

Prior to the award of the contract, if the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

Prior to the award of the contract, if the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

7.3 Compensation

Compensation to the Contractor for the services rendered for this project shall be made at billable rates specified in the Contractor's proposal, for a maximum compensation proposed by the Contractor for all services, payable in installments as specified in Sub-Section 7.4, Billing and Payment.

7.4 Billing and Payment

Payments to the Contractor for services rendered shall be made monthly based on a certified and itemized invoice showing line item costs incurred. Labor charges for approved services shall include the names of the employees, their classification, assigned objective, specific task, and the time worked. These shall be reimbursed at the approved billable rate for the appropriate classification.

Payment will be made only on approval of *DOTD Project Manager*.

The invoice shall show the total amount earned to the date of submission, and the amount due and payable as of the invoice including direct expenses. Documentation must be submitted with each invoice to verify all costs incurred.

Five percent (5%) of fees approved by State Project Manager to be paid shall be withheld as retainage pending successful completion of assigned tasks contained in the Statement of Work to the satisfaction of the DOTD, any amounts previously withheld as retainage will be paid.

DOTD shall not approve any invoice in which the proportional amount of the total contract compensation exceeds the percentage of project completion by more than five percent.

Emergency/Disaster travel related expenses, if any, for response personnel assigned outside of their home duty station, must be preapproved by the DOTD Emergency Operations Director or the Assistant Emergency Operations Director-Cost Recovery/Mitigation Funds Manager and will be compensated in accordance with Louisiana Office of State Travel Regulations (PPM No. 49) found at: <http://www.state.la.us/osp/travel/travelOffice.htm> The Contractor Project Manager is responsible for providing home duty station verification to the DOTD Emergency Operations Director.

The original and two copies of the invoice shall be submitted to the Project Manager. The invoice must be signed, and dated by the Contractor.

Upon receipt of each invoice and approval by the DOTD Project Manager, DOTD shall pay the amount due for services satisfactorily performed (on the undisputed amounts). DOTD will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract.

Contractor will not be paid more than the maximum amount of the contract. The last invoice that is submitted must say "FINAL INVOICE".

7.5 Contract Terms & Conditions

The proposer shall be required to enter into a Contract with DOTD that is substantially the same as Attachment IV. Any changes to those terms shall be negotiated if state law allows such negotiation.

7.6 Confidentiality

All financial, statistical, personal, technical and other data and information relating to DOTD's operation which are designated confidential by DOTD and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to DOTD. The identification of all such confidential data and information as well as DOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by DOTD in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by DOTD to be adequate for the protection of DOTD's confidential information, such methods and procedures may be used, with the written consent of DOTD, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor to discuss and/or release information to the media concerning this project without prior express written approval of the DOTD.

ATTACHMENT I: SCOPE OF SERVICES

1. Overview

The Contractor shall provide assistance and support to the DOTD Emergency Operations Director, Assistant Emergency Operations Director and staff with emergency planning activities, exercise program support, disaster cost recovery and closeouts, and on-site emergency response operations on an as-needed basis. These activities shall include:

- Development and maintenance of DOTD emergency plans and procedures, ensuring compliance with the Incident Command System/National Incident Management System (ICS/NIMS).
- Design, conduct and evaluate DOTD emergency exercises.
- Provision of on-site support personnel experienced in emergency operations and recovery.
- Provision of on-site support personnel experienced in federal disaster reimbursement programs

2. Tasks and Services

The Contractor shall provide the following tasks and services which shall support the specified goals and objectives.

- 1. Goal:** All plans and procedures shall be ICS/NIMS compliant, as identified and required by the United States Department of Homeland Security and shall comply with all applicable State and Federal laws and regulations.

Objective: To have available trained and experienced personnel who can provide technical assistance in the development and maintenance of plans and procedures for DOTD's ESF and support responsibilities

Tasks and Services:

Development and maintenance of plans and procedures for DOTD's responsibilities under the State Emergency Operations Plan (EOP); i.e., plans and procedures for ESF 1 (Transportation) and ESF 3 (Public Works and Engineering), DOTD Emergency Operations Center (EOC), Cost Recovery, emergency field sites and DOTD's support roles as identified in the State EOP - (ESF 2, 4, 5, 7, 8, 9, 10, 11, 13, 14, 15, ESF No. 12 is intentionally left out). The State Emergency Operations Plan can be located at:

http://www.gohsep.la.gov/plans/2014_State_EOP_Final_Copy.pdf

Revisions to plans and procedures will be based on federal planning guidance and any identified corrective actions as a result of a disaster or exercise.

Review and provide verification that all DOTD emergency plans and procedures are in compliance with State and Federal policies and are aligned with ICS/NIMS concepts and terminology. Provide recommendations on necessary revisions to ensure compliance.

Maintain a report that documents all plans, dates and persons who developed, reviewed or updated the plans and procedures as required.

2. **Goal:** Exercise plans and procedures annually or semi-annually to evaluate the effectiveness of emergency plans and procedures. The lesson learned and corrective actions identified through exercises and documented in After Action Reports will be used to update DOTD emergency plans, procedures and training program.

Objective: To have available trained and experienced personnel who can provide the necessary technical assistance in the development, execution and evaluation of emergency exercises to test the effectiveness of DOTD's Emergency Operation's plans, procedures and training.

Tasks and Services: Design, conduct and evaluate DOTD exercises.

Exercises will be designed based on the scenario provided by the DOTD Emergency Operation Director and will address all areas to be tested.

Conducting the Exercises will require Contractor personnel available to facilitate the exercises, serve as controllers, evaluators and participants in the DOTD exercises. DOTD Emergency Operations will provide the tasks and personnel numbers needed.

Provide at the conclusion of exercises all documentation to include an After Action Report. An After Action Report will be produced as needed, which will include successes, lessons learned, identified corrective actions and recommendations.

3. **Goal:** To have available trained and experienced personnel who can be deployed on short notice during a disaster/emergency to any of the numerous DOTD operational field sites and EOCs throughout the state, if needed, to supplement DOTD's personnel and response capability.

Objective: The ability to obtain additional, on-site support staff experienced in emergency response operations and technical experience to augment DOTD personnel at specified locations during a disaster/emergency, within an identified timeframe.

Tasks and Services:

Provide on-site operational and technical support personnel during a disaster/emergency to support response activities at the DOTD EOC, State EOC, and/or DOTD emergency field sites, as needed, to include preliminary disaster cost recovery activities. Personnel must have emergency operations and response experience.

Contractor must be able to deliver at least fifty percent (50%) of requested man power to the assigned location(s) within 24 hours of initial written notification with the remaining fifty percent (50%) to be provided as soon as possible but no more than 60 hours from the initial written notification.

4. **Goal:** To have available trained and experienced personnel who can be assigned to assist DOTD with their Disaster Cost Recovery Program for current or new disasters. Assignments can be for long durations.

Objective: The ability to obtain on-site experienced cost recovery personnel during and after a disaster/emergency to assist with the development of projects for Federal Emergency Management Agency (FEMA) Project Worksheets (PW) and Federal Highway Administration (FHWA), Damage Inspection Reports (DIR), preparing reimbursement requests, performing audits, preparing for project and disaster closeouts and other disaster cost recovery duties. Personnel may be required for long term assignments.

Tasks and Services:

Provide experienced cost recovery support personnel as requested to assist with DOTD's cost recovery program for presidentially declared disasters.

Contractor must be able to deliver at least fifty percent (50%) of requested man power to the assigned location(s) within 24 hours of initial written notification with the remaining fifty percent (50%) to be provided as soon as possible but no more than 60 hours from the initial written notification.

3. ***Functional Requirements***

All personnel must have a working knowledge of Microsoft Works and Excel. A working knowledge of Access and Power Point would be desirable.

4. ***Technical Requirements***

NOT APPLICABLE TO THIS CONTRACT

5. ***Project Requirements***

DOTD Requirements

- DOTD will provide the Contractor with work areas, office equipment (computers will be provided based on availability) and task related supplies for the duration of the contract.
- The DOTD Project Manager will be the principal point of contact on behalf of the DOTD and shall be the principal point of contact for the Contractor.
- DOTD Project Manager will issue task assignments on behalf of the DOTD Emergency Operations Director and/or Assistant Emergency Operations Director-Cost Recovery Mitigation/Funds Manager
- During assignments the Contactor's personnel will work closely on a daily basis with the DOTD Project Manager or designee.

- The DOTD Project Manager or designee will provide oversight of the assigned task. Notwithstanding the Contractor's responsibilities for the performance of this Contract.

Contractor Requirements

- The Contractor will provide personnel upon assignment.
- If DOTD computers are not available, the Contractor shall provide personnel computer equipment to their assigned personnel.
- The Contractor Project Manager will be the principal point of contact on behalf of the Contractor for DOTD.
- Written Task assignments will be issued to the Contractor's Project Manager by the DOTD Project Manager.
- Contractor Project Manager will assign the number of personnel with the appropriate experience and skill set for the assigned tasks within a pre-established time.
- Upon task assignments the contractor shall provide a written action plan which shall include a timeline identifying objectives and milestones to achieve the goal for each objective.
- The contractor while engaged in this contract will submit a weekly progress report by task to the Assistant Emergency Operations Director-Disaster Cost Recovery/Mitigation Funds Manager and a monthly status report based on the contractor's action plan and attend a monthly meeting status meeting.
 - Weekly Progress Reports shall be submitted on Monday for the previous week.
 - Monthly Status Reports shall be submitted by the 5th (fifth) business day following the end of the previous month.
 - Monthly meeting dates and times will be scheduled at the time of contract activation.

6. Deliverables

Tasks will be assigned in writing to the Contractor as needed by the DOTD Emergency Operations Director and/or the Assistant Emergency Operations Director-Disaster Cost Recovery/Mitigation Funds Manager. Tasks will be assigned to specific goals and/or specific functions to be performed. Upon task assignments the contractor shall provide a written action plan to include a timeline identifying objectives and milestones to achieve the goal for each objective.

The period of performance will be determined and established at the time of assignment. Any specific deliverables will be included in the task assignments.

The contractor will submit a weekly progress report by task to the Assistant Emergency Operations Director-Disaster Cost Recovery/Mitigation Funds Manager and a monthly status report based on the Contractor's action plan and attend a monthly meeting status meeting.

- Weekly Progress Reports shall be submitted on Monday for the previous week. Progress Reports shall include:
 - Assigned Goal, task, employee name, activities performed

- Monthly Status Reports shall be submitted by the 5th (fifth) business day following the end of the previous month. Monthly Status Reports shall include:
 - Assigned Goals and status of each according to the Contractor's written action plan.
- Monthly meeting dates and times will be scheduled at the time of contract activation.

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each, if applicable.

7. Contractor Personnel

The Contractor shall provide the following staff classifications who shall have the following responsibilities.

- **Project Manager/Business Manager** The Project Manager will work directly with the DOTD Project Manager to coordinate the assignments of projects, monitor status of projects to completion and provide scheduled state updates. The Project Manager will be responsible for verifying and approving all invoices for services and ensure all required documentation is submitted with each invoice.
- **Transportation Planner (ESF 1)** The ESF 1 planner will work with DOTD Emergency Operations - ESF 1 Lead on mass transportation/evacuation planning concepts and issues to develop and revise plans and procedures using current methods of mass evacuations, including modeling. When requested by DOTD, this person shall report during a disaster to supplement DOTD personnel.
- **Public Works and Engineering Planner (ESF 3)** The ESF 3 planner will work with DOTD Emergency Operations - ESF 3 Lead or designee on planning concepts and issues to develop and revise plans and procedures for Debris Management and Damage Assessment, including modeling. When requested by DOTD, this person shall report during a disaster to supplement DOTD personnel.
- **Logistics Planner** The Logistics Planner will work with DOTD Emergency Operations Logistics and Contracts Coordinator on planning concepts and issues to develop and revise plans and procedures for Logistics for response. When requested by DOTD, this person shall report during a disaster to supplement DOTD personnel.
- **Emergency Management Exercise Planner** This person will work with the Emergency Operations Director, ESF 1 Coordinator, ESF 3 Coordinator and Logistics Coordinator to design, conduct and evaluate DOTD Emergency Exercises. When requested by DOTD this person shall report during a disaster to supplement DOTD personnel.
- **Disaster Cost Recovery Coordinator** This person will perform tasks as assigned by the DOTD Assistant Director- Disaster Cost Recovery/Mitigation Funds Manager or designee to work with the DOTD Disaster Cost Recovery Program. Assignments for this classification can be of a long duration for any Presidentially Declared disaster. When requested by DOTD, this person shall report during a disaster to supplement DOTD personnel.
- **Documentation Specialist** This person will work with DOTD Emergency Operations personnel to review current software applications and make recommendations based on

the needs of the section. This person will also work with DOTD Emergency Operations to develop databases for inventory management, tracking resources, disaster cost recovery, other projects and to generate reports. When requested by DOTD ,this person shall report during a disaster to supplement DOTD personnel.

- **Emergency Management Specialist(s)** This person(s) will be required to perform tasks as assigned by an Emergency Management Planner, Disaster Cost Recovery Coordinator, Document Specialist, or DOTD Project Manager as identified in 1.4, Performance Goals and Objectives. This person(s) will work at a higher level than the Emergency Management Associate. Assignments for this classification can be of a long duration for any Presidentially Declared disaster. When requested by DOTD, this person(s) shall report during a disaster to supplement DOTD personnel.
- **Emergency Management Associate(s)** This person(s) will be required to perform tasks as assigned by a Emergency Management Planner, Emergency Management Specialist, Document Specialist or DOTD Project Manager as identified in 1.4, Performance Goals and Objectives. Assignments for this classification can be of a long duration for any Presidentially Declared disaster. When requested by DOTD, this person(s) shall report during a disaster to supplement DOTD personnel.

The number of personnel needed per position and the length of assignments will be determined at the time of assignment.

ATTACHMENT II

PRICE PROPOSAL

The proposer shall provide a billable hourly rate for each classification listed.

REQUIRED COST STATEMENT	
Personnel Classifications:	Billable Hourly Rate
Project Manager/Business Manager	\$
Transportation Planner (ESF1)	\$
Public Works and Engineering Planner (ESF 3)	\$
Logistics Planner	\$
Emergency Management Exercise Planner	\$
Disaster Cost Recovery Coordinator	\$
Documentation Specialist	\$
Emergency Management Specialist (s)	\$
Emergency Management Associate (s)	\$
Total Cost Summary	\$

NOTE: Total Cost Summary is the sum of all billable hourly rates for all classifications. **The Total Cost Summary will be the cost used for evaluation purposes described Section 6.5.**

NOTE: All approved travel related expenses as described in Section 7.4 will be compensated in accordance with Louisiana Office of State Travel regulations found at: <http://www.state.la.us/osp/travel/travelOffice.htm>.

Name of Firm/Individual: _____

Address of Firm/Individual: _____

Telephone Number: (_____) _____

Signature: _____

Name and Title: _____

Date: _____

ATTACHMENT III

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. DOTD requests that the proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly):

Date: _____ Official Contact Name: _____

A. E-mail Address: (required) _____

B. Facsimile Number with area code: (____) _____

C. US Mail Address: _____

D. Telephone Number: _____

Proposer certifies that the above information is true and grants permission to DOTD or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least *One Year* from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. If subcontractors are proposed to be used, the proposer acknowledges total responsibility for the entire contract.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT IV: SAMPLE CONTRACT

CONTRACT SERVICES

STATE OF LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

PROJECT NAME STATEWIDE

PLEASE NOTE: Prior to execution of any contract resulting from RFP, Contractor must be registered as a vendor at:

Registration Link:

<http://www.wprdl.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

Click On: *LaGov Vendor Registration*

Registration Help Desk: (225) 342-6349

**It is highly advisable to register a minimum of one if not more
of the following product category codes**

80101500 For Consulting/Professional Services

81112000 For any services that include Computer Elements

43231500 For Software License and Maintenance Agreements

81102200 For Engineering and Related Services

On this _____ day of _____, 2014, the State of Louisiana through the Louisiana Department of Transportation & Development, hereinafter sometimes referred to as “DOTD”, and [Contractor’s name and legal address], hereinafter sometimes referred to as “Contractor”, do hereby enter into a Contract under the following terms and conditions.

1 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

Attachment I details the Scope of Services, Goals, Objectives, Task and Service, Project Requirements, and Deliverables that the DOTD requires of the Contractor

1.1.1 GOALS, OBJECTIVES, MONITORING PLANS, TASKS AND SERVICES.

Attachment I Details the Goals, Objectives, Monitoring Plans, Tasks and Services.

1.1.2 PERFORMANCE MEASURES

Tasks will be assigned to the Contractor as needed by the DOTD Emergency Operations Director and/or the Assistant Emergency Operations Director-Disaster Cost Recovery/Mitigation Funds Manager. Tasks will be assigned to specific goals and/or specific functions to be performed. Upon task assignments the contractor shall provide a written action plan to include a timeline identifying objectives and milestones to achieve the goal for each objective.

The period of performance will be determined and established at the time of assignment. Any specific deliverables will be included in the task assignments.

(The following are Performance Measures for Goals 1-4 defined in Attachment I.)

Goals 1 – 4:

The contractor shall provide written reports documenting the status of each assigned objective and tasks as required by the Emergency Operations Director and/or Assistant Emergency Operations Director. Reports will identify the objective, milestones and specific tasks, dates, personnel assigned tasks, current status and percent complete. The contractor while engaged in this contract shall submit a weekly progress report by task to the Assistant Emergency Operations Director and a monthly status report based on the contractors action plan.

- Weekly Progress Reports shall be submitted on Monday for the previous week.
- Monthly Status Reports shall be submitted by the 5th (fifth) business day following the end of the previous month.
- Monthly meeting dates and times will be scheduled at the time of contract activation.

Goal 2:

- Ability to design, develop and conduct an emergency exercise meeting all the requirements established by DOTD Emergency Operations.
- Ability to provide additional personnel requested to supplement DOTD's personnel with response capability
- Development of an After Action Report (AAR) to includes – what went well, lessons learned and corrective action recommendations.

Goal 3:

- The contractor's ability to provide the requested on-site personnel for participation in response activities to supplement DOTD staff during emergency activities and cost tracking activities at DOTD identified locations and requested by the DOTD Emergency Operations Director or Assistant Emergency Operations Director. **The Contractor must provide at least fifty percent (50%) of requested man power to the assigned location within twenty-four (24) hours of initial written notification with the remaining fifty percent (50%) to be provided as soon as possible but no more than sixty (60) hours from the initial written notification.**

Goal 4:

- The contractor's ability to provide the requested on-site personnel experienced in FEMA PA and FHWA ER for long term assignments. **The Contractor must provide at least fifty percent (50%) of requested man power to the assigned location within twenty-four (24) hours of initial written notification with the remaining fifty percent (50%) to be provided as soon as possible but no more than sixty (60) hours from the initial written notification.**

1.1.3 MONITORING PLAN

The DOTD Project Manager and/or designee will monitor the services provided by the Contractor and the expenditure of funds under this contract. The DOTD Project Manager and/or designee will be primarily responsible for the day-to-day contact with the Contractor and the day-to-day monitoring of the Contractor's performance. The DOTD Project Manager and/or designee will evaluate the performance of the contract as follows:

- Review contractor invoices
- Review of Weekly Progress Reports
- Review of Monthly Status Reports
- Meet on an established schedule determined by requested tasks and activities to review Monthly Status Reports.

1.1.4 DELIVERABLES

Tasks will be assigned in writing to the Contractor as needed by the DOTD Emergency Operations Director and/or the Assistant Emergency Operations Director-Disaster Cost Recovery/Mitigation Funds Manager. Tasks will be assigned to specific goals and/or specific functions to be performed. Upon task assignments the contractor shall provide a written action plan to include a timeline identifying objectives and milestones to achieve the goal for each objective.

For Goals 3 and 4 – the Contractor will have at least fifty percent (50%) of requested man power to the assigned location within twenty-four (24) hours of initial written notification with the remaining fifty percent (50%) to be provided as soon as possible but no more than sixty (60) hours from the initial written notification.

The period of performance will be determined and established at the time of assignment. Any specific deliverables will be included in the task assignments.

The contractor while engaged in this contract will submit a weekly progress report by task to the Assistant Emergency Operations Director-Disaster Cost Recovery/Mitigation Funds Manager and a monthly status report based on the Contractor's action plan and attend a monthly meeting status meeting.

- Weekly Progress Reports shall be submitted on Monday for the previous week. Progress Reports should include:
 - Assigned Goal, task, employee name, activities performed
- Monthly Status Reports shall be submitted by the 5th (fifth) business day following the end of the previous month. Monthly Status Reports shall include:
 - Assigned Goals and status of each according to the Contractor's written action plan.
- Monthly meeting dates and times will be scheduled at the time of contract activation.

1.1.5 HUDSON/VETERAN REPORTING REQUIREMENTS

Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

1.1.6 SUBSTITUTION OF KEY PERSONNEL

The Contractor's key personnel assigned to this Contract shall not be removed, replaced, or substituted without the written consent of the DOTD. Consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Contractor personnel become unavailable due to resignation, illness, or other factors outside of the Contractor's control, excluding assignment to a project outside of the Contract, the Contractor shall be responsible for providing an equally qualified replacement to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

Any such replacement of key personnel must be approved by DOTD.

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This Contract shall begin on _____, **2015** and shall end on _____, **2018**, in no event shall this Contract be valid until it has been approved, in writing, by the Director of the Office of Contractual review of the Division of Administration. Such approval authorizes a Contract term for not more than 36 months.

2.2 DOTD FURNISHED RESOURCES

Mr. /Ms. _____ will serve as DOTD Project Manager for this Contract. The DOTD Project Manager shall provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned DOTD Project Manager shall be the principal point of contact on behalf of the DOTD and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

2.3 TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and identified under Federal tax identification number _____.

3. COMPENSATION, MAXIMUM AMOUNT OF CONTRACT, & PAYMENT TERMS

3.1 COMPENSATION

In consideration of the services described above, DOTD hereby agrees to pay the Contractor compensation based on a billable rate(s) as defined in the chart below for a maximum limitation of \$_____ for the actual work performed.

Emergency/Disaster travel related expenses, if any, for response personnel assigned outside of their home duty station, must be preapproved by the DOTD Emergency Operations Director or the Assistant Emergency Operations Director-Cost Recovery/Mitigation Funds Manager and will be compensated in accordance with Louisiana Office of State Travel Regulations (PPM No. 49) found at: <http://www.state.la.us/osp/travel/travelOffice.htm> The Project Manager is responsible for providing home duty station verification to the DOTD Emergency Operations Director.

3.2 PAYMENT TERMS

Payments to the Contractor for services rendered shall be made monthly based on a certified and itemized invoice showing line item costs incurred. Labor charges for approved services shall include the names of the employees, their classification, assigned objective, specific task, and the time worked. These shall be reimbursed at the approved billable rate for the appropriate classification.

Payment will be made only on approval of *DOTD Project Manager*.

The invoice shall show the total amount earned to the date of submission, and the amount due and payable as of the invoice including direct expenses. Documentation must be submitted with each invoice to verify all costs incurred.

Five percent (5%) of fees approved by DOTD Project Manager to be paid shall be withheld as retainage pending successful completion of assigned tasks contained in the Statement of Work to the satisfaction of the DOTD, any amounts previously withheld as retainage will be paid.

DOTD shall not approve any invoice in which the proportional amount of the total contract compensation exceeds the percentage of project completion by more than five percent.

Emergency/Disaster travel related expenses, if any, for response personnel assigned outside of their home duty station, must be preapproved by the DOTD Emergency Operations Director or the Assistant Emergency Operations Director-Cost Recovery/Mitigation Funds Manager and will be compensated as direct expenses and will be in accordance with Louisiana Office of State Travel Regulations (PPM No. 49) found at: <http://www.state.la.us/osp/travel/travelOffice.htm> The Project Manager is responsible for providing home duty station verification to the DOTD Emergency Operations Director.

The original and two copies of the invoice shall be submitted to the Project Manager. The invoice must be signed, and dated by the Contractor.

Upon receipt of each invoice and approval by the DOTD Project Manager, DOTD shall pay the amount due for services satisfactorily performed (on the undisputed amounts). DOTD will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract.

Contractor will not be paid more than the maximum amount of the contract. The last invoice that is submitted must say "FINAL INVOICE".

4 TERMINATION

4.1 TERMINATION FOR CAUSE

DOTD may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the DOTD shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the DOTD may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the DOTD to comply with the terms and conditions of this contract provided that the Contractor shall give the DOTD written notice specifying the DOTD agency's failure and a reasonable opportunity for the state to cure the defect.

4.2 TERMINATION FOR CONVENIENCE

DOTD may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

5 INDEMNIFICATION & LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

6 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

7 FUND USE

Contractor agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

8 OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Contractor by DOTD shall remain the property of DOTD, and shall be returned by Contractor to DOTD, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of DOTD, and shall, upon request, be returned by Contractor to DOTD, at Contractor's expense, at termination or expiration of this contract.

9 NON-ASSIGNABILITY

No Contractor shall assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the DOTD. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved Contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the DOTD.

10 RIGHT TO AUDIT

The DOTD Auditor, State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the Contract for a period of three (3) years from the date of the last payment made under this Contract. Records shall be made available during normal working hours for this purpose.

11 CONTRACT MODIFICATION

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

12 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the DOTD's operation which are designated confidential by the DOTD and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the DOTD. The identification of all such confidential data and information as well as the DOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the DOTD in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the DOTD to be adequate for the protection of the DOTD's confidential information, such methods and procedures may be used, with the written consent of the DOTD, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Contract, or is rightfully obtained from third parties.

13 COST RECORDS

The Contractor and its sub-Contractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this project. Costs shall be accordance with 48 CFR 31 of the (FARS), as modified by DOTD audit guidelines, and which are incorporated herein by reference as if copied in extensor. The FARS is available for inspection through www.transportation.org. Records shall be retained until such as an audit is made by DOTD or the Contractor is released in writing by the DOTD Audit Director, at which time the Contractor may dispose of such records. The Contractor shall, however, retain such records for a minimum of five years from the date of payment of the last estimate under this Contract or the release of all retainage for this Contract, whichever occurs later, for inspection by DOTD and/or Legislative Auditor and the FHWA or General Accounting (GAO) under State and Federal Regulations effective as of the date of this Contract.

14 FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

15 SUBCONTRACTORS

The Contractor may, with prior written permission from the DOTD, enter into subcontracts with third parties for the performance of any part of the Contractors duties and obligations. In no

event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the DOTD for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

16 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.

The Contractor agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age religion, sex, national origin, veteran status, genetic information, political affiliation or disabilities.

Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

17 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana state agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any Sub-Contractor to commence work on his subcontract until all similar insurance required for the Sub-Contractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the Contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the Contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all Sub-Contractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect him, the DOTD, and any Sub-Contractor during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by himself or by a Sub-Contractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the DOTD. Such insurance shall name the DOTD as additional insured for claims arising from or as the result of the operations of the Contractor or his Sub-Contractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the DOTD shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the Contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the Contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Sub-Contractor's Insurance: The Contractor shall require that any and all Sub-Contractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

18 APPLICABLE LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

19 CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the DOTD if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

20 SEVERABILITY

If any term, covenant, condition, or provision of this Contract or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall

not be affected thereby, and each term, covenant, condition, and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

21 COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

22 ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the RFP and addenda issued and Contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

CONTRACTOR

Witness for First Party

BY: _____

Witness for First Party

Typed or Printed Name

Federal Identification Number

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

Witness for Second Party

BY: _____
Secretary

Witness for Second Party

RECOMMENDED FOR APPROVAL:

BY: _____
Division Head